



SECURITY SERVICES AGREEMENT

Local Company Office Information

Street: 3325 Wilshire Blvd., Ste. 1100
City, State, Zip: Los Angeles, CA 90010
Phone: 213.637.5500 Fax: 213.637.5519
RC# or Corp. Loc. #: 097C0

Contract #: _____
SECURITY SERVICES AGREEMENT ("Agreement") between
North Hollywood BID ("Client")
and Securitas Security Services USA, Inc. ("Company") is dated as of
December 31, 2010, and the parties agree as follows:

CLIENT SERVICE ADDRESS

Name North Hollywood BID
Street 5026 Lankershim Blvd.
City, State, Zip North Hollywood, CA 91601
Contact Name/Title Steve Gibson, Executive Director
Phone: 818 761-8230 Fax: 818 761-8738

CLIENT BILLING AND NOTIFICATION ADDRESS

Name North Hollywood BID
Street 3982 S. Figueroa St. Suite 207
City, State, Zip Los Angeles, CA 90037
Contact Name/Title Steve Gibson, Executive Director
Phone: 213 746-9577 Fax: 231 746-7876

SERVICE RATES AND HOURS

Weekly Service Hours: 282

6
240
32-1
10-1

Client will pay Company the following hourly rates, plus all applicable sales, use and/or similar taxes and any interest and/or penalties. These rates do not apply to coverage of labor disputes, civil disorder, national disaster, or other similar emergency situations, which coverage Company will endeavor to provide at mutually agreed upon rates.

Classification

Classification	Equipment Rental	Radio Rental	Automobile
Straight Time	\$ _____	\$ _____	\$ _____
Overtime	\$ _____	\$ _____	\$ _____
Additional Charges:	\$ _____	\$ _____	\$ _____

Overtime rates will apply to the following: work in excess of 8 hours per day or 40 hours per week; any extended shifts and hours that are performed at the request of Client; additional personnel or hours requested by the Client with less than 24 hours notice, but only for the first 8 hours; additional personnel or hours requested by Client for special occasions of temporary or short duration; work on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day; and the following additional holidays: N/A See Addendum for Billing Rates and Holidays

Company may adjust rates on 30 days prior written notice to (i) comply with any change in any law, regulation, ruling or collective bargaining agreement causing a change in work hours, wage rates, working conditions or other costs to Company, or (ii) account for added costs resulting from increases in Company's insurance premiums. In addition, Company will have the right to increase any of the amounts set forth above upon written notice to the Client, at any time or times after the expiration of one (1) year from the date service is first rendered.

Security services will commence on 12/31/2010 and will continue until terminated upon 30 days prior written notice by either party or as otherwise permitted under this Agreement.

If Client pays Company by credit card, Client agrees that: (i) Client will reimburse Company up to two and a half percent (2.5%) for all associated credit card fees and charges; (ii) all billing disputes will be resolved between the parties and not with Client's issuing card organization or other entity; (iii) any unresolved disputes will be noted as a disputed item on the receivable account; and (iv) failure to comply with the terms of this paragraph will be grounds for immediate termination of this Agreement.

Additional information: _____

BY SIGNING BELOW, CLIENT ACCEPTS THIS AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS ON THE FRONT AND REVERSE SIDE.

North Hollywood BID
Client
By: Steve Gibson
Authorized Representative
Printed Name/Title: Steve Gibson

Securitas Security Services USA, Inc.
By: Jeff Winter
Authorized Representative
Printed Name/Title: JEFF WINTER - AVP

TERMS AND CONDITIONS

1. **SCOPE OF SERVICES:** Company will provide services pursuant to this Agreement in accordance with mutually-acceptable, written security officer, patrol officer or alarm response orders (which are incorporated into this Agreement by this reference). Company will not be obligated to perform any duties or services (and will bear no responsibility for duties or services) other than as expressly specified in such orders or this Agreement. Unless otherwise set forth herein, Client and Company agree that Company is not engaged as a security consultant.
2. **PERSONNEL:** (a) Personnel supplied by Company pursuant to this Agreement are its employees ("Personnel") and are not Client's employees. Company is responsible for Social Security, unemployment and similar taxes applicable to its Personnel.
(b) Company is a Federal Government Contractor and complies with Executive Order 11246, as amended; Section 503 of the Rehabilitation Act of 1973, as amended; Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974; Veterans Employment Opportunities Act of 1998; and related regulations.
(c) Company's Personnel will be assigned without regard to race, age, color, creed, sex, national origin, disabilities, veteran status, or on any basis prohibited by law. Client may reasonably disapprove of any Personnel, but only if such exercise is not in violation of law. If any Personnel is removed at Client's request, Client agrees to indemnify, defend, and hold Company harmless from any Claim related to such removal.
(d) A "Claim" under this Agreement will mean all claims, actions, suits, demands, losses, damages, injuries, costs and expenses (including, but not limited to, any investigative costs, reasonable attorneys' fees and other costs of suit) arising from all events or circumstances related to or in connection with the same general harmful condition.
3. **HIRING:** Client will not, nor will any contractor of Client, during the term of this Agreement and for a period of one year after termination of this Agreement, employ (directly or indirectly) any Company Personnel. Recognizing the costs incurred by Company in selecting, recruiting and training its Personnel, Client agrees to pay Company \$5,000 as liquidated damages for each such Personnel employed by Client or its contractor, during the term of this Agreement or within one year after termination of this Agreement.
4. **LIMITATION ON CLAIMS AND ACTIONS:** Notice of any Claim or potential Claim arising out of or relating to this Agreement must be given to Company at the addresses set forth in Section 11 within 30 days following the date of the occurrence giving rise to such Claim or potential Claim. No action to recover on any Claim will be instituted or maintained against Company unless notice of such Claim is given by Client to Company in the manner set forth herein. No action to recover for any Claim will be instituted or maintained against Company unless said action is instituted no later than 12 months following the date of the occurrence giving rise to such Claim.
5. **LIABILITY LIMITATION AND INDEMNITIES:** (a) Client agrees that Company is not an insurer and that the amounts payable hereunder are based upon the value of services provided and not the value of Client's interests being protected or the property of Client or of others located on Client's premises. Accordingly, Company makes no representation, express or implied, that its services will prevent any loss or damage.
(b) Company agrees to and will indemnify, defend and hold Client harmless from and against any Claim arising from Company's performance of the services under this Agreement, but only to the extent the Claim is caused by the negligence of Company, its employees or agents while acting within the scope of their duties and authority. Client agrees to and will indemnify, defend and hold Company harmless from and against any Claim in connection with this Agreement, but only to the extent the Claim is caused by the negligence of Client, its employees or agents.
(c) Notwithstanding the foregoing Section 5(b), Client agrees that in no event will Company's or its insurers' total claimed liability for any Claim arising out of the services provided hereunder exceed the maximum amount of \$25,000. Further, if the services include alarm response, in no event will Company's or its insurers' total claimed liability for any Claim arising from any delay or failure in responding to an alarm exceed the maximum amount of \$500. The limitations of liability in this Section 5(c) will apply regardless of whether the Claim is alleged to arise, directly or indirectly, in whole or in part, from the negligence (active or passive) or misconduct of or breach of this Agreement by Company, its employees or agents, including that related to the hiring, training, supervision or retention of Company's employees or agents.
(d) Notwithstanding the foregoing Section 5(b), Client will indemnify, defend and hold Company harmless from and against any Claim in connection with this Agreement to the extent the Claim exceeds \$25,000. Further, if the services include alarm response, Client will indemnify, defend and hold Company harmless from and against any Claim in connection with any delay or failure in responding to an alarm to the extent the Claim exceeds \$500. The Client's defense and indemnity obligations in this Section 5(d) will apply regardless of whether the Claim is alleged to arise, directly or indirectly, in whole or in part, from the negligence (active or passive) or misconduct of or breach of this Agreement by Company, its employees or agents, including that related to the hiring, training, supervision or retention of Company's employees or agents.
(e) Notwithstanding anything to the contrary in this Agreement, Client agrees that in no event will Company or its insurers be liable for any Claim arising from or related to: (i) environmental damages or liability of any nature; (ii) a legal enactment, decree or moratorium, or any regulation, rule, practice or guideline of a public authority; (iii) an intervention of a public authority, an act of nationalization, confiscation or expropriation; (iv) loss of business or profits, penalties, or special, indirect, consequential, punitive, exemplary or liquidated damages, even if Client has advised Company of the possibility of such losses or damages; (v) an act of war, a violent or armed action, hi-jacking or act of terrorism; (vi) a strike, lock-out, boycott or blockade; or (vii) any circumstance beyond Company's reasonable control. The limitations of liability in this Section 5(e) will apply regardless of whether the Claim is alleged to arise, directly or indirectly, in whole or in part, from the negligence (active or passive) or misconduct of or breach of this Agreement by Company, its employees or agents, including that related to the hiring, training, supervision or retention of Company employees or agents.
(f) Notwithstanding anything to the contrary in this Agreement, if Client requests (i) Company's Personnel to operate any vehicle other than one supplied by Company, Client agrees to maintain insurance for the vehicle and that such insurance is primary, and further agrees to defend, indemnify and hold Company harmless from any Claims arising out of or related to Company's use of the vehicle; or (ii) Company's Personnel to perform or assume duties other than those agreed to in writing by Company, Client agrees to defend, indemnify and hold Company harmless from any Claims arising out of or related to such duties. The Client's defense and indemnity obligations in this Section 5(f) will apply regardless of whether the Claim is alleged to arise, directly or indirectly, in whole or in part, from the negligence (active or passive) or misconduct of or breach of this Agreement by Company, its employees or agents, including that related to the hiring, training, supervision or retention of Company's employees or agents.
(g) Notwithstanding anything to the contrary in this Agreement, in no event will Company be responsible for any theft or other loss of Client's property not directly attributable to security officer thefts. In the event of allegation of security officer thefts, Client waives all right of recovery unless Company is notified of such allegations within ten days, Client fully cooperates with Company in the investigation of the facts, Client presses formal charges, and a conviction is obtained.
(h) The services provided under this Agreement are solely for the benefit of Client, and neither this Agreement nor any services rendered hereunder confer any rights on any other party, as a third-party beneficiary or otherwise.
6. **INSURANCE:** Client agrees that it will maintain insurance to fully protect Client against loss or damage to its premises, business and property, and others' property on Client's premises. To the extent permitted by Client's insurance policy, Client hereby waives any and all rights of subrogation that any insurers of Client may have against Company. If Company provides any insurance coverage (additional insured or otherwise) for Client or any others, such insurance coverage will only cover Client and the others for liability specifically assumed by Company in this Agreement. As security for Client's defense and indemnity obligations in this Agreement, Client will name Company as an additional insured under Client's relevant insurance policies, and Client will provide Company with a certificate of insurance evidencing such coverage upon Company's request. Client will not make any changes to its insurance coverage without at least 30 days' prior written notice to Company. In no event will Company's additional insured status be terminated.
7. **TERMINATION FOR CAUSE:** Notwithstanding anything to the contrary in this Agreement, Company may terminate this Agreement for cause upon 48 hours prior written notice and exercise such other rights and remedies as permitted by law. "Cause" will include, without limitation: (a) Client's failure to pay any amount when due; (b) Company's reasonable determination that Client's financial condition has substantially deteriorated ("substantial deterioration" will include, without limitation, the following: Client's PAYDEX score falling into the lowest quartile based on the industry average; Client misrepresenting its financial information; Client becoming unable to meet any of its debt obligations or to obtain financing to support its ongoing business; or Client's bond or unsecured debt rating falling below B+ on Standard and Poor's, or B2 on Moody's, other terms or obligations contained in this Agreement); (c) an assignment (or threat of assignment) of this Agreement by Client for the benefit of creditors; (d) Client's breach or material misrepresentation of any of the Company's reasonable control; (e) a material change in the terms or conditions of Company's insurance coverage relevant to this Agreement (if such change is related to circumstances beyond a material change in the cost or duties of, or of the services to be provided by, Company hereunder; or (g) Company's discovery of any lien or judgment filed against Client (or its parent, affiliates or subsidiaries, or their respective property) that was either: (i) not disclosed by Client to Company prior to the effective date of this Agreement; or (ii) filed after the effective date of this Agreement. Furthermore, if Company becomes reasonably uncertain of Client's ability to perform its contractual obligations, Company may request reasonable assurances of Client's performance. If such assurances are not provided within 48 hours, Company may immediately terminate this Agreement.
8. **HAZARDOUS OR DEFECTIVE CONDITIONS/MATERIALS:** Client agrees that it will comply with OSHA Hazard Communication Standards, Mine Safety and Health Act, and will indemnify, defend and hold Company harmless from all Claims, including, but not limited to, injuries to Company's employees or agents, arising out of a condition existing at Client's premises, or Client's violation of any safety, environmental, mine, or health-related law. Client further agrees to: (a) make available to Company the Material Safety Data Sheet for each hazardous chemical to which Company's employees or agents may be exposed at Client's premises; and (b) inform Company of (i) precautionary measures that need to be taken to protect Company's employees or agents, and (ii) Client's hazardous material labeling system.
9. **ASSIGNMENT:** Client will not assign this Agreement without the express written permission of Company. Company may assign this Agreement at any time to any of its affiliates or successors.
10. **NON-WAIVER:** Failure of Company to enforce any provision of this Agreement, or any of its rights, or to exercise any election herein provided, will not be considered a waiver of such provision or election or in any way affect the validity of this Agreement. The exercise by Company of any of its rights or any of its elections will not preclude Company from exercising the same or any other right it may have under this Agreement or by law.
11. **NOTICES:** All notices will be in writing and will be sufficiently given if made by invoice, telegram, teletype, overnight courier or by mailing by certified mail, postage prepaid, addressed to the other party at its address set forth herein or at such other address as the other party may have designated by notice given hereunder. A copy of Client's notices to Company will also be sent to the Company office at 4330 Park Terrace Drive, Westlake Village, CA 91361, "Attn: Legal Department".
12. **INVOICES:** Invoices will be submitted bi-weekly and are payable on receipt to the remittance address on the invoice. Client will bear all costs associated with Company receiving payment due for services rendered under this Agreement. A late charge of 1.5% per month will be added to balances not paid within 30 days. Client must notify Company in writing of any dispute regarding the amount of an invoice within 20 days from the invoice date, otherwise all disputes will be deemed waived. Client must notify Company in writing of any deduction for unsatisfactory service claimed by Client within 10 days of the occurrence for which the deduction is claimed, otherwise such claim will be deemed waived. In the event that Company must institute suit to collect amounts owed to Company under this Agreement, Client agrees to pay Company's attorneys' fees and other collection costs.
13. **AUTHORITY:** Company's sales personnel are not authorized to sign, change or amend this Agreement. This Agreement will not become binding upon Company until executed by an authorized manager or corporate officer of Company.
14. **SURVIVAL:** All accrued obligations of Client, including, but not limited to, Sections 2 through 6, 8, 11, 12, and 14 through 16, will survive termination of this Agreement.
15. **SEVERABILITY:** Client and Company agree that if any term of this Agreement is held to be unenforceable under applicable law, such term will be modified so that it is enforceable to the maximum extent permitted under applicable law, and all the other terms of the Agreement will remain in full force and effect. If the unenforceable term cannot be so modified, such term will be excluded from the Agreement, and all the other terms will remain in full force and effect.
16. **GOVERNING LAW & MAXIMUM EXTENT:** This Agreement will be governed by the law of the state in which Company's services are performed. All provisions in this Agreement, including, but not limited to, the provisions in Section 5, apply only to the maximum extent permitted by applicable law.
17. **ENTIRE AGREEMENT:** The terms and conditions of this Agreement contained on the front and reverse side of this Agreement constitute the entire agreement of these parties. No representations, inducements, promises or agreements of Company not embodied herein will be of any force or effect. No Client agreements, purchase orders, work orders or other documents will modify the terms and conditions of this Agreement, regardless of when dated. No changes to this Agreement will be binding on Company unless approved in writing by an authorized Company representative.

AMENDMENT
Modifying Security Services Agreement, Dated as of December 31, 2010 (the "Agreement"),
Between
North Hollywood BID ("Client")
and Securitas Security Services USA, Inc. ("Company")

The Agreement is modified as follows as of July 22, 2015 as follows, and case of any conflict, the following controls:

1. In Section 5(c) of the Agreement, in the first sentence, "\$25,000" is changed to "\$5,000,000".
2. In Section 5(d) of the Agreement, in the first sentence, "\$25,000" is changed to \$5,000,000".
3. Section 6 of the Agreement is changed in its entirety to read as follows:

"During the term of the Agreement, Company agrees to maintain the following insurance with the indicated minimum limits: (i) Commercial General Liability - \$2,000,000 per occurrence; (ii) Automobile Liability - \$2,000,000; (iii) Workers Compensation - \$1,000,000; (iv) Excess Liability - \$8,000,000 per occurrence.

Company will add Client as an additional insured to Company's applicable liability insurance policies; additional insureds will only be covered by Company's insurance for liability assumed by Company in the Agreement, subject to the terms of Company's insurance.

If any of Company's required insurance is canceled, notice will be delivered in accordance with insurance policy provisions (a statement to this effect will be on Company's certificate of insurance).

Company will provide Client with a certificate of insurance evidencing the foregoing insurance requirements.

4. Except as specifically modified by this Amendment, all terms of the Agreement remain in full force.

North Hollywood BID

By:

Aaron Aulenta

Name:

Aaron Aulenta

Title:

Managing Director

Securitas Security Services USA, Inc.

By:

Jeff Winter

Name:

JEFF WINTER

Title:

AVP



**ADDENDUM/AMENDMENT/RENEWAL
to Security Services Agreement (the "Agreement") Between
North Hollywood Business Improvement District ("Client")
and Securitas Security Services USA, Inc. ("Company")**

Effective Date: April 29, 2016

As of the Effective Date of this Addendum/Amendment/Renewal, the Agreement is modified as follows; except as specifically modified by this Addendum/Amendment/Renewal, all terms of the Agreement remain in full force.

The following is a list of the hourly billing rate changes to the previous agreement:

SLO

Starting	\$11.50	\$12.50	\$12.50
6m	\$12.00	\$12.50	\$25.70
1 year	\$12.50	\$17.85	\$26.70
2 year	\$13.00	\$18.55	\$27.84
3 year	\$13.50	\$19.28	\$28.97

Client

By: [Signature]

Name: Aaron Aulenta

Title: Managing Director.

Securitas Security Services USA, Inc.

By: [Signature]

Name: Hector Romero

Title: Branch Manager

AMENDMENT
Modifying the Security Services Agreement (the "Agreement")
Between
North Hollywood Business Improvement District ("Client")
and Securitas Security Services USA, Inc. ("Company")

The Agreement is modified as follows as of its commencement, and in case of any difference between the Agreement and this Amendment, this Amendment will control.

1. The following is a list of the hourly billing rate changes to the previous agreement:

Pay Rate Step Matrix Effective 01/01/2016	Pay Rate	Hourly Bill Rate	Overtime/Holiday Hourly Bill Rate
Bike Patrol			
Step I – Starting	\$11.00	\$15.00	\$23.50
Step II – 90 Days	\$11.50	\$16.00	\$24.63
Step III – 1 Year	\$11.75	\$16.75	\$25.17
Step IV – 2 Years	\$12.25	\$17.50	\$26.25
Step V – 3 Years	\$12.75	\$18.25	\$27.37
Training Wage	\$10.00	\$14.25	\$21.50

Client will observe 3 Holidays and if officers' work will be billed at OT/Holiday rate for Christmas Day, July 4, and Thanksgiving Day

North Hollywood Business Improvement District

By: 

Name: Aaron Aulenta

Title: Managing Director

Date: 1/27/16

Securitas Security Services USA, Inc.

By: 

Name: Brian Sanchez

Title: Branch Manager

Date: 02/01/16



ADDENDUM/AMENDMENT/RENEWAL
to Security Services Agreement (the "Agreement") Between
North Hollywood Business Improvement District ("Client")
and Securitas Security Services USA, Inc. ("Company")

Effective Date: February 24, 2017

As of the Effective Date of this Addendum/Amendment/Renewal, the Agreement is modified as follows; except as specifically modified by this Addendum/Amendment/Renewal, all terms of the Agreement remain in full force.

Securitas Security Services USA, Inc. Addendum modifies supplemental charges (equipment) of \$23.23 weekly cost changes effective date of change February 24, 2017 - February 21, 2020. Total

Total cost of \$3,623.88

Weekly cost of \$23.23 for 156 weeks of service.

If contract is cancel prior to 2-21-20 North Hollywood BID is subject to pay the balance in full.

Client

By: [Signature]

Name: Aaron Aulenta

Title: Managing Director

Securitas Security Services USA, Inc.

By: [Signature]

Name: Hector Romero

Title: Branch Manager